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**AN AGREEMENT**

**between**

**CITY OF PEPPER PIKE**

**and**

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**EFFECTIVE: January 1, 2011**

**ENDING: December 31, 2013**

## **AGREEMENT**

THIS AGREEMENT made and entered into as of the first day of January, 2011, by and between the **CITY OF PEPPER PIKE** ("City" or "Employer") and the **OHIO PATROLMEN'S BENEVOLENT ASSOCIATION** ("OPBA").

### **WITNESSETH:**

WHEREAS, pursuant to Ohio Revised Code Section 4117.01 et seq., OPBA has been certified as the exclusive collective bargaining representative of certain employees of the City in the bargaining unit set forth below, and

WHEREAS, the parties hereto have negotiated with reference to the wages, hours and terms and conditions of employment to govern such employees, and

WHEREAS, the parties, desiring to set forth in a contract, the agreement of the parties,

NOW, THEREFORE, the parties hereto agree as follows:

### **ARTICLE 1.**

#### **RECOGNITION**

Section 1. The Employer recognizes the OPBA as exclusive representative for negotiating wages and salaries, hours of work and all other terms and conditions of employment for all **Sergeants** in the Pepper Pike Police Department.

Section 2. The salary of any new rank below that of Lieutenants shall be established by the Employer, having due regard to the relationship of the new rank with existing ranks.

Section 3. The Employer will furnish the OPBA with a list of all employees in the classifications covered by this Agreement indicating their starting date of employment. Such list will be furnished no less than annually and will be supplemented by the names of all new employees as hired.

Section 4. All employees covered by this Agreement who are first hired on or after the effective date of this Agreement shall serve a probationary period of eighteen (18) months and during such time may be discharged or otherwise disciplined without regard to cause and without regard to any rights set forth in Article VI of this Agreement.

## **ARTICLE II**

### **DUES DEDUCTION**

Section 1. During the term of this Agreement, the Employer shall deduct initiation fees, assessments levied by OPBA and the regular monthly dues from the wages of those employees who have voluntarily signed dues deduction authorization forms permitting said deductions.

Section 2. The initiation fees, dues or assessments so deducted shall be in the amounts established by the OPBA from time to time in accordance with its Constitution and Bylaws. The OPBA shall certify to the Employer the amounts due and owing from the employees involved.

Section 3. All such deductions shall be made from the first pay of each calendar month of each employee and shall be remitted to the Treasurer of OPBA within thirty (30) days following the date of such deduction.

Section 4. The OPBA hereby agrees to hold the Employer harmless from any and all liabilities or damages which may arise from the performance of its obligations under this Article and the OPBA shall indemnify the Employer for any such liabilities or damages that may arise.

Section 5. After sixty (60) days employment or sixty (60) days after the execution of this Agreement, whichever is later, employees who do not elect to join the OPBA shall, as a condition of employment, pay a fair share service fee, the amount of which shall not exceed the monthly dues regularly required of members of OPBA covered by this Agreement. This fair share fee

shall be paid directly to the OPBA monthly pursuant to Section 3 of this Article. The provisions of Section 4117.09(C) O.R.C. shall apply to this Article.

### **ARTICLE III**

#### **MANAGEMENT RIGHTS**

Section 1. The management and direction of the working force in all its phases are vested and shall remain vested exclusively in the City, and this shall include but shall not be limited to: the right to manage the operations; control the premises; direct the working forces; maintain efficiency of operations; the sole right to hire; discipline and discharge for just cause; lay off; promote; to promulgate and enforce reasonable employment rules and regulations; to reorganize, discontinue, or enlarge any department or division; to transfer employees (including the assignment and allocation of work) within departments or to other departments; to introduce new and/or improved equipment, methods, and/or facilities; to determine work methods; to determine the size and duties of the work force; the number of shifts required, and work schedules; to establish, modify, consolidate, or abolish jobs (or classifications); and to determine staffing patterns, including, but not limited to, assignment of employees, numbers employed, duties to be performed, qualifications required, and areas worked, meal periods and leave of absence; maintain and improve the efficiency and effectiveness of the department; determine the overall mission of the department; and all other rights of management except those limited by any specific provision of this Agreement.

### **ARTICLE IV**

#### **EMPLOYEE RIGHTS**

Section 1. An Employee has the right to the presence and advice of a OPBA representative

without cost to the Employer at all disciplinary interrogatories provided the representative is reasonably available.

Section 2. Before an employee may be charged with any violation of the Rules and Regulations of the Department for a refusal to answer questions or participate in an investigation, the employee shall be advised that his or her refusal to answer such questions or participate in such investigation will be the basis of such a charge.

Section 3. Employees shall cooperate fully with the department and its officers and the Employer in the conduct of internal investigations. Such investigations shall be conducted at reasonable times giving due consideration to the urgency of the matter under investigation, allowing for rest periods and attendance to physical necessities.

Section 4. Employees shall have the opportunity to review their personnel file at reasonable times and shall have the right to comment in their own handwriting upon any adverse material contained in such file and may have a representative of the OPBA present, at no cost to the Employer when reviewing his file. A request for copies of items included in the file shall be honored. No items shall be removed from a file.

Section 5. Disciplinary action that is more than three (3) years old shall not be used by the Employer to support current disciplinary action except prior similar conduct, regardless of when such conduct occurred. In no event shall records of disciplinary action be removed from any personnel file.

Section 6. In the course of an internal affairs investigation, any polygraph examination will be administered only within the following guidelines:

- (i) No questions regarding religious beliefs or affiliations shall be asked;
- (ii) No questions regarding beliefs or opinions on racial matters shall be asked;

(iii) No questions relating to sexual behavior shall be asked unless the investigation relates to non-consensual sexual behavior, and then only to the extent such questions are necessary to the conduct of the investigation;

(iv) No questions relating to beliefs, affiliations, opinions or lawful activities regarding unions or labor organizations shall be asked.

An employee may not be disciplined or discharged on the basis of the analysis of any polygraph test without additional supporting evidence.

Section 7. All complaints by civilians which may involve suspension or discharge of an employee, shall be in writing and signed by the complainant. The Employer will furnish a copy of the complaint to the employee whom the complaint has been filed against when such employee is notified of the investigation. This section shall not apply to criminal investigations.

## **ARTICLE V**

### **NO STRIKE-NO LOCK OUT**

Section 1. Employees covered by this Agreement are members of the City's safety forces and Police Department as such term is used in Section 4117.01 et seq. Ohio Revised Code, relating to prohibition of strikes. The OPBA agrees not to authorize or ratify or encourage any employee covered by this Agreement to violate Section 4117.14(D)(2), and any employee violating such Section, may be discharged. If the City seeks injunctive relief against any unlawful strike pursuant to Section 4117.15(A) O.R.C., the OPBA shall cooperate with the City.

Section 2. The Employer shall not lock out any employees during the term of this Agreement. Layoff for lack of work or lack of funds shall not be deemed a lock out.

## ARTICLE VI

### DISCIPLINE

Section 1. All newly hired employees will be required to serve a probationary period of eighteen (18) months. During such period the Employer shall have the sole discretion to discipline or discharge such employee(s) and any such action shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

Section 2. All newly promoted employees will be required to serve a promotional probationary period of one (1) year. During such period, the Employer shall have the sole discretion to demote such employee(s) to their previous position and any such demotion shall not be appealable through any grievance or appeal procedure contained herein or to any Civil Service Review Board or Commission.

Section 3. If any employee is discharged or quits while on probation and is later rehired, he or she shall be considered a new employee and shall be subject to the provisions of Section 1, above.

Section 4. Except as provided above, Employees shall only be discharged or disciplined for just cause. Prior to any discharge being effective, the employee shall be notified in writing of the reasons for the discharge and shall be afforded an opportunity to respond in writing within five (5) calendar days after receipt of notice. Such response may, at the employee's election, contain statements of such witnesses and other persons as the employee may wish to present in his or her behalf. At the City's discretion, an employee may be suspended with pay prior to receipt of the employee's response.

Section 5. In the event of discharge or discipline involving any time off, or disciplinary reduction in rank, the employee may appeal such action through the Grievance and Arbitration procedure..

## ARTICLE VII

### ASSOCIATION REPRESENTATION

Section 1. It is understood and agreed between the parties that Association activity will generally not take place during the working time of employees engaged in such activity. Grievances and other similar matters shall generally be discussed between the employee involved and Association representatives during non-working time.

Section 2. Employees who are requested by the City to attend meetings with the Employer or its representatives shall be compensated, if not otherwise on duty.

## ARTICLE VIII

### JOINT LABOR MANAGEMENT COMMITTEE

Section 1. In the interest of sound labor relations, a joint committee of no more than four (4) members shall be formed, half whom shall be from the City and half of whom shall be from the Union, for the purpose of discussing subjects of mutual concern. Such committee shall be co-chaired by the Mayor and a designated OPBA representative. It shall be the express purpose of this committee to build and maintain a climate of mutual understanding and in respect to the solution of the common problems. This joint committee shall not be a part of the grievance procedure and the failure of the Committee to agree on any matter shall not be the subject of a grievance.

Section 2. **Meetings** Either party may request the other to meet upon execution of a notice. The parties shall meet promptly following the execution of such notice having due regard to the availability of the parties. Such meetings shall not be open but minutes shall be maintained

unless both parties agree otherwise. To provide for productive meetings, the parties agree that they will exchange topic agendas at least 24 hours in advance of any JLM meeting.

## ARTICLE IX

### GRIEVANCE PROCEDURE

Section 1. A grievance is defined as a dispute or controversy involving an alleged violation of the specific and express written provisions of this Agreement.

Section 2. The grievance procedure set forth herein shall be the sole and exclusive means for the resolution of any complaints or controversies regarding alleged violations of this Agreement by any employee covered by this Agreement and no action at law or in equity shall be undertaken by any employee covered by this Agreement or by OPBA except an action by OPBA to: require arbitration; enforce or set aside the decision of a arbitrator.

Section 3. The following procedures shall apply to the administration of all grievances filed under this procedure. Except at Step I, all grievances shall include the name and position of the grievant, the identity of the provisions of this agreement involved in the grievance; the time and place where the alleged events or conditions giving rise to the grievance took place, the identity of the party responsible for causing the said grievance, if known to the grievant; and a general statement of the nature of the grievance and the redress sought by the grievant.

Section 4. Time limits set forth herein shall be strictly construed and shall not be modified except by written agreement of the parties. If the Employer fails to timely respond to any grievance, it shall be deemed a denial of the grievance at the Step involved therein and the OPBA may appeal to the next Step. If the employee or the OPBA fails to appeal the Employer's response to the next Step, the grievance shall be deemed waived.

Section 5. All grievances except those relating to discharge, disciplinary suspension and disciplinary reduction in rank shall be administered in accordance with the following steps of the grievance procedure.

**Step 1:** The grievance shall be reduced to writing and presented to the Chief of Police within five (5) days after the occurrence of the facts giving rise to the grievance or within five (5) days after the employee should have reasonably become aware of such grievance. The Chief of Police or his or her designee shall respond in writing to such grievance within seven (7) days after presentation.

**Step 2:** If the matter is not satisfactorily resolved at Step 1, the grievant may appeal the grievance to the Mayor or his or her designee within seven (7) days after receipt of the answer at Step 1. Such appeal to the Mayor shall be in writing. The Mayor or designee shall respond to the grievance within fifteen (15) days after receipt of such grievance.

**Step 3:** If the grievance is not resolved at Step 2, the matter may be referred to arbitration in accordance with the rules and regulations of the American Arbitration Association, at its Cleveland, Ohio office. Only the OPBA shall have the right to proceed to arbitration and if it declines to do so, the grievance shall be deemed denied. Such appeal to arbitration shall be made within thirty (30) days after receipt of the answer of the Mayor at Step 2. The parties may, prior to referring the matter to the American Arbitration Association, agree upon an arbitrator, who shall conduct a hearing in accordance with the rules of the American Arbitration Association.

Section 6. The arbitrator shall have no power or authority to add to, subtract from, or in any manner, alter the specific terms of this Agreement or to make any award requiring the commission of any act prohibited by law or to make any award that itself is contrary to law or violates any of the terms and conditions of this Agreement. In making the award, the arbitrator

shall not substitute his or her judgment for that of the Employer. The party losing the arbitration shall bear the fee of the arbitrator and the cost, if any, of the hearing room, and if it is not readily determined which party lost the arbitration, the arbitrator shall so designate such party. Witnesses may be called by OPBA or by the City and the party calling the witness shall bear the expense of fees or wages. The City shall cooperate in granting time off to witnesses called by the OPBA. Witnesses who are otherwise on duty shall return to duty as soon as they have testified. The City may restrict the number of on-duty personnel who appear at any arbitration hearing. The arbitrator's decision and award shall be in writing and issued within thirty (30) days from the date of the close of the record, or within thirty (30) days after receipt of final briefs. The arbitrator's decision shall be final and binding upon the parties hereto.

#### **ARTICLE X**

#### **NON-DISCRIMINATION**

Section 1. The OPBA expressly agrees that membership in the OPBA is at the option of the employee and that it will not discriminate with respect to representation between members and nonmembers. All eligible employees are free to join or remain members of OPBA.

#### **ARTICLE XI**

#### **OBLIGATION TO NEGOTIATE**

Section 1. The Employer and the OPBA acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 2. Therefore, for the life of this Agreement, the Employer and the OPBA each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to negotiate collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated and signed this Agreement.

Section 3. The following provisions of the Ohio Revised Code shall not be applicable to employees covered by this Agreement:

Section 9.44 (Vacation Leave); Section 124.38 (Sick Leave); Section 124.39 (Payment for Unused Sick Leave)

## ARTICLE XII

### VACATIONS

Section 1. All full-time members of the bargaining unit shall receive vacations with pay as set forth below. Vacation leave is granted to employees as a reward for satisfactory service and as an incentive for future service.

Section 2. Employees shall earn vacation leave to be taken during the calendar year after it is earned as follows:

- a. From the date of employment to December 31 of the calendar year in which the employment commenced (“the Employment Year”) and to the end of the **fifth (5<sup>th</sup>)** calendar year of continuous employment after the Employment Year, one day for each month worked up to a maximum of **ten (10) days**.
- b. From the end of the **fifth (5<sup>th</sup>)** calendar year to the end of the **twelfth (12<sup>th</sup>)** calendar year of continuous employment after the Employment Year, one and one-half (1 ½) days for each month worked up to a maximum of **fifteen (15) days**.

- c. From the end of the **twelfth (12th)** calendar year to the end of the **eighteenth (18<sup>th</sup>)** calendar year of continuous employment after the Employment Year, one and two-thirds (1 2/3) days for each month worked up to a maximum of **twenty (20) days**.
- d. From the end of the **eighteenth (18th)** calendar year of continuous employment after the Employment Year, two and one-half (2 ½) days for each month worked up to a maximum of **twenty-five (25) days**.

The accrual of one (1), one and one-half (1-1/2), one and two-thirds (1-2/3) or two and one-half (2 ½) days per month of vacation benefit is only applicable to pro rata vacation for employees who quit under the terms of Section 4 below. In no event shall the accrual exceed the number of days (10, 15, 20 or 25) that may be taken in the year of vacation benefit.

Section 3. All vacation time shall be taken at a time approved by the Chief. There shall be no restriction as to the minimum or maximum number of consecutive days off that may be granted after each employee selects a two week vacation increment. The Chief shall have the right to block out time for vacations.

Section 4. Vacation leave cannot be accumulated. It must be taken during the first twelve (12) months following the anniversary year in which the vacation is earned; otherwise any balance is forfeited. If an employee is discharged for, cause, vacation pay shall be forfeited. If an employee voluntarily terminates employment or quits after giving thirty (30) days notice, or retires, dies or becomes permanently disabled, he or she shall receive the vacation pay he or she has accumulated or is entitled to receive. If the employee fails to give such notice all accumulated vacation pay shall be forfeited.

Section 5. Any employee hired prior to July 5, 1987, who has accumulated and earned vacation time from being employed by the State of Ohio or any political subdivision thereof and who has become employed by the Employer within ten (10) years from termination from such

other public employer, shall be credited, for vacation purposes only, with longevity from the prior public employer after completion of the probationary period with the Employer.

### **ARTICLE XIII**

#### **SICK LEAVE**

Section 1. Sick leave shall be computed at the rate of 4.6 hours for every 80 hours of completed service, including paid holidays and paid vacation. Unused sick leave shall be cumulative up to 120 work days. Any employee who accumulates during a calendar year additional sick leave of more than 120 days shall have the excess paid for at the rate of one (1) day's pay for each two (2) days' earned so that at the end of the calendar year the employee's accumulated total shall not exceed 120 days. Payment for such accumulation shall be not later than January 31st of the following year.

Section 2. Sick leave is defined as leave with pay granted when an eligible employee is necessarily absent from duty for any of the following reasons: (1) illness or injury which makes the employee unable to perform his or her duties or a hazard to others in the performance of such duty; (2) exposure to contagious disease; (3) death or serious illness of a member of the employee's immediate family (grandparents, parent, spouse, children, brother or sister) and (4) time off to visit a doctor or dentist for medical or dental care.

Section 3. An employee who is to be absent on sick leave shall notify the Employer of such absence and the reason therefor at least one (1) hour before the start of his or her work shift each day of absence.

Section 4. Sick leave may be used in segments of not less than one (1) hour.

Section 5. An employee absent for more than three (3) tours of duty must supply a physician's report to be eligible for paid sick leave.

Section 6. Accumulated sick leave shall, except as provided below, be forfeited upon termination of employment, whether by permanent layoff, discharge for cause, voluntary quit or retirement. If an employee retires, either regular or disability, or dies, in any case with at least twenty (20) years of service with Pepper Pike, the employee shall be paid at retirement for accumulated sick leave at the rate of one (1) day's pay for every two (2) days accumulated. If an employee is rehired, previously accumulated sick leave forfeited on the prior termination is not reinstated.

Section 7. In the event of the death of a full-time employee, all of the remaining benefits hereunder shall be paid in accordance with prevailing state law first directly to the employee's surviving spouse or if there is none, then to the estate as a lump sum, single payment.

#### **ARTICLE XIV**

#### **BEREAVEMENT LEAVE**

Section 1. Bereavement leave shall be granted for up to three (3) days after the death of a member of an employee's immediate family and up to one day after the death of the employee's grandparents, brother-in-law or sister-in-law. For purposes of this section, an employee's immediate family includes his or her spouse, child, including step-child, grandchild, parent, current parents-in-law, step-parents, sister and brother. This leave shall not be deducted from the employee's accumulated sick leave or other benefits.

#### **ARTICLE XV**

#### **ON-DUTY INJURY LEAVE**

Section 1. An employee who suffers a work-related injury as a result of the performance of hazardous duties shall, in addition to the advancement for work-related injuries provided for in Section 2510.10 of the Codified Ordinances of the City of Pepper Pike, be paid,

for a period not to exceed twelve weeks, an amount equal to the difference between the employee's regular compensation and the amount to be paid under Workers' Compensation. As used in this section, "a work-related injury as a result of the performance of hazardous duties" means injury resulting from active police duties of an emergency nature, including, but not limited to, the apprehension or arrest of a suspect, or the answering of any emergency call. Hazard pay shall not be granted to an employee who incurs injuries in the performance of duties in non emergency situations. In no event shall an employee receive more than his or her regular compensation while on disability leave.

## **ARTICLE XVI**

### **JURY DUTY**

Section 1. An employee serving on jury duty will be excused with pay for time lost during the basic work week, such pay to be the difference between jury pay and the employee's regular daily or weekly pay, as applicable.

## **ARTICLE XVII**

### **HOLIDAYS**

Section 1. Employees who have completed sixty (60) days or more of employment shall receive the following paid holidays/personal days during the term of this Agreement:

New Year's Day	Labor Day
Good Friday	Thanksgiving
Memorial Day	Day after Thanksgiving
Fourth of July	Christmas
	Personal days (4)

Section 2. When a holiday is observed, each employee will be granted an additional day (eight hours) of compensatory time, regardless of whether they are required to work on the

holiday, whether it may be their regularly scheduled day off or if the holiday falls during a vacation absence.

Section 3. Employees shall designate the days they wish to take off which shall be subject to the advance approval of the Chief of Police as to when they may be taken, provided, however, six (6) of the above holidays/personal days may be taken without regard to minimum manning, upon at least two weeks advance notice to the Chief. The Chief shall have the right to reasonably block out periods of time during which no time off under this provision may be taken. Notwithstanding the above, and in furtherance of the good management of the department, the Chief shall have the right to block out, prescribe, regulate or change days or periods that time off under this Section 3 may be taken.

Time off for not less than six (6) of the twelve (12) holidays/ personal days shall be taken during the period between January 1 and September 30 of each year of this Agreement. At least three (3) of the six (6) days shall count as a holiday/personal day used without regard to minimum manning.

Section 4. Employees who work on July 4<sup>th</sup>, Thanksgiving Day and December 25 shall be paid time and one-half for such work.

## **ARTICLE XVIII**

### **UNIFORM ALLOWANCE**

Section 1. Each employee shall be entitled to an annual uniform maintenance allowance in the amount of Four Hundred Dollars (\$400) payable in equal quarterly installments on the last pay of the months of March, June, September and December. Additionally, each regular (non-probationary) employee shall be entitled to a clothing purchase allowance of \$850 per year, payable one-half the first pay in January and one-half the first pay in July. Should an employee

retire, voluntarily resign or be terminated, the employee will be required to return the prorated balance of the clothing purchase allowance to the City based on the number of months (or fraction thereof) remaining in the calendar year after employment ends. The City at its cost shall also replace bullet-proof vests upon the expiration of the manufacturer's warranty.

**ARTICLE XIX**

**WAGES**

Section 1. Employees in the bargaining unit shall receive the wages set forth below based upon an annual year of 2,080 hours. Wage rates for 2012 and 2013 as provided in this Section 1 of Article XIX shall be subject to wage reopener to be commenced in October of 2011 and 2012. Wage reopeners shall be subject to the statutory alternative dispute mechanism in R.C. 4117, et. seq.

<b><u>Classification</u></b>	<b><u>12/31/2010</u></b>	<b><u>1/1/2011</u></b>
Sergeant of Police	\$76,059	\$76,820
Patrolman, Class A after 3 years	\$67,309	\$67,982
Patrolman, Class B after 2 years	\$63,117	\$63,748
Patrolman Class B after 1 year	\$58,924	\$59,513
Patrolman Class B First Year	\$54,729*	\$55,276*

\* Employees attending the Police Academy shall be paid 90% of the above rate while attending the Academy (\$49,749). Patrolman, Detective is a title of assignment delegated by the Chief of Police.

The underlying rank is that of Patrolman Class A. Seniority within the department for any such person will be determined by his or her seniority standings as a Class A Patrolman with respect to all other patrolman.

Section 2. Longevity Pay In addition to the above annual rates of pay, each eligible employee shall on December 15<sup>th</sup> receive a lump sum payment based upon the salary set forth above and based upon full years of service as of December 1st:

5 Years, but less than 10 Years	2%
10 Years, but less than 15 Years	3%
15 Years, but less than 20 Years	4%
20 Years or more	6%

Time served by an employee during any probationary period shall be included in computing eligibility for longevity pay. Any interruption in the service of an employee, except for allowed vacations, holidays, sick leave and authorized leaves of absence, shall be deemed a termination of such employee's tenure in office for the purpose of determining eligibility for longevity pay. “Eligible Employee” means an employee hired prior to January 1, 2011. Employees hired after December 31, 2010, shall receive longevity according to the following schedule:

- After 7 years but less than 12 years, 1%
- After 12 years but less than 18 years, 2%
- After 18 years, 3%, but not to exceed \$2,500

## ARTICLE XX

### HOURS OF WORK

Section 1. The regular work week for all employees covered by this Agreement shall be forty (40) hours.

Section 2. Overtime compensation when approved by the Chief, shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours in any such work week,

except when an employee's schedule is rotated from the night shift to the afternoon shift, in which case the employee shall not receive overtime pay for the hours in excess of forty (40) hours caused by this schedule change. Such compensation shall be at time and one-half the regular hourly rate of pay, determined by dividing the annual salaries set forth above by 2,080. Paid holiday and paid vacation time shall be deemed hours worked for computation of overtime.

Section 3. In lieu of overtime pay as provided above, employees may accumulate overtime hours at the rate of one and one-half (1 ½) hours of time off for each hour of overtime worked, as compensatory time off, not to exceed forty (40) hours of accumulated time off at any time. Such accumulated time off may be taken at the employee's discretion, provided minimum manning requirements are maintained without incurring overtime. Any unused compensatory time off shall be paid for at the end of the calendar year, at the regular rate.

Section 4. Whenever approved by the Chief, employees called in to work, reporting to the firing range, appearing in court on behalf of the Employer or attending a mandatory training session for a time period of less than three (3) hours which is not an extension - before or after - of the employee's scheduled tour of duty, shall be compensated for the time spent or three hours, whichever is greater.

Section 5. When employees are required to take training at times other than their regularly scheduled shift time, and that training results in overtime for that pay period, then at the employee's option, overtime or compensatory time off under the provisions of Section 3 of this article shall be paid up to the first three (3) hours of such time. The balance of time, during training sessions lasting greater than three (3) hours, shall be credited to the employee at the rate of one and one-half (1 ½) hours of compensatory time off for each hour of overtime worked while attending the training session. Such accumulated time off may be taken at the employee's discretion, provided minimum manning requirements are maintained without incurring overtime.

Compensatory time off accumulated in any given year under this section shall not be carried into the succeeding calendar year. The Chief of Police shall establish rules regarding the maximum amount of time that may be accumulated, and shall have the right to block out, prescribe, regulate or change days or periods that compensatory time off accumulated under this provisions may be taken.

## ARTICLE XXI

### MEDICAL INSURANCE

Section 1. City of Pepper Pike Medical Insurance Plan ("Base Plan") coverage and Delta Dental Plan 2 and a vision/eye care plan for employee and eligible dependents shall be provided by the Employer, and shall be administered by Medical Mutual Ins. Co. Effective Jan. 1, 2011, employees who elect PPO family coverage shall contribute One Hundred Thirty Dollars (\$130.00) per month for the duration of this Agreement toward the premium or cost for such coverage, and employees who elect PPO single coverage shall contribute Fifty-five Dollars (\$55.00) per month toward the premium or cost for such coverage. The deduction from pay shall be made in two equal installments from the first and second pay of each month. Comparable coverage may be substituted. Prior to any change to comparable coverage, the Employer shall advise the OPBA of the proposed coverage. Any disagreement regarding comparability shall be deemed a grievance and may, upon the request of either party, be resolved through the grievance and arbitration procedure of this agreement. Attached hereto is a list of deductible and co-pay amounts for the medical insurance, which shall not be changed during term of this agreement, except upon mutual agreement. The rate of contribution by employees toward their health benefit shall be subject to reopeners in October, 2011 and 2012. The reopeners under this Article XXI shall be subject to the statutory alternative dispute mechanism in R.C. 4117, et. seq.

Section 2. Employees who choose not to be covered by the City's medical insurance plan shall be paid \$100 per pay period, as additional compensation. Such employees shall be subject to enrollment rules of the City's medical insurance plan if they later choose to re-enroll, including rules regarding pre-existing health conditions.

## ARTICLE XXII

### MISCELLANEOUS

Section 1. MEDICAL EXAMINATIONS In any instance where the Employer sends an employee for a medical examination, the Employer shall pay the cost of the examination and shall pay the employee for the time expended taking such examination to the extent that such examination occurs subsequent to the employee's shift.

Section 2. BULLETIN BOARD The OPBA will be allowed one (1) bulletin board for official OPBA notices.

Section 3. OFFICER IN CHARGE Patrolmen assigned as Officer-In-Charge for four (4) consecutive hours or more, shall receive \$30.00 pay for that shift, effective January 2, 2011.

Section 4. PRIVATE VEHICLES Employees who are required to use their private vehicle for Employer business are to be otherwise compensated for milage under this Agreement, shall be reimbursed in accordance with City policy. Such reimbursement shall not be made unless such use is authorized in advance by the Chief or his or her designee.

Section 5. TUITION REIMBURSEMENT If the City pays for a new hire (after January 1, 2002) to attend the Police Academy, he or she shall reimburse the City for the tuition paid by the City on a pro-rata basis if they voluntarily leave the City's employ within three (3) years of graduation from the Academy. During the term of this Agreement, the City agrees discuss with the Union the establishment of a tuition reimbursement plan.

**ARTICLE XXIII**

**HEALTH AND SAFETY**

Section 1. The employer agrees to maintain in safe working condition, all vehicles, equipment, tools and portable radios and firearms to safely carry out the duties of each employee. Employees are responsible for immediately reporting any unsafe conditions or practices to the Employer, and for properly using and caring for all tools and equipment furnished by the Employer.

**ARTICLE XXIV.**

**PENSION CONTRIBUTION**

Section 1. Commencing the first full pay after January 1, 2011, and continuing thereafter for the term of this Agreement, the City shall, in addition to the City's required contribution to Police and Fire Disability and Pension Fund, pay 2% of each employee's share of such contribution relative to each employee's gross wage; and the employees shall reduce their contribution by such amount.

**ARTICLE XXV.**

**TOTAL AGREEMENT**

Section 1. This Agreement represents the entire agreement between the Employer and the OPBA and unless specifically set forth in the express written provisions of this Agreement, all rules, regulations, benefits and practices previously and presently in effect will be continued.

**ARTICLE XXVI.**

**SEVERABILITY**

Section 1 . If the enactment of legislation, or a determination by a court of final and competent jurisdiction (whether in a proceeding between the parties or in one not between the parties) renders any portion of this Agreement invalid or unenforceable, such legislation or decision shall not affect the validity of the surviving portions of this Agreement, which shall remain in full force and effect as if such invalid portion thereof had not been included herein.

**ARTICLE XXVII**

**TERM**

This Agreement shall remain in full force and effect from January 1, 2011 through December 31, 2013, subject to wage reopeners in 2011 and 2012, as provided in Section 1 of Article XIX, and subject to employee medical contribution reopeners in 2011 and 2012, as provided in Section 1 of Article XXI, and from year to year thereafter unless either party shall notify the other of its desire to amend, modify or terminate the Agreement which notice shall be given between sixty (60) and ninety (90) days prior December 31, 2013, or December 31 of any subsequent year. In the event that notice to modify is given, then the Agreement shall continue in full force and effect until a new Agreement is reached or until either party gives the other thirty (30) days notice of its desire to terminate in which event the Agreement shall terminate on the thirty-first (31st) day after receipt of such notice but in no event prior to midnight December 31, 2013 or midnight December 31 of any subsequent year. If the original notice is one to terminate, then the Agreement shall terminate on December 31, 2013 or December 31 of any subsequent year, as applicable.

In the event that the parties are unable to reach a satisfactory modification of this Agreement or enter into a new Agreement, then unless the parties shall agree otherwise, the

dispute resolution procedures set forth in the Public Employees Labor Relations Act, Chapter 4117, Ohio Revised Code, shall be applicable herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands this \_\_\_\_\_ day of June, 2011, at Pepper Pike, Ohio.

**FOR THE OPBA**

**FOR THE EMPLOYER:**

By \_\_\_\_\_ By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## MEDICAL CO-PAY AND DEDUCTIBLES

During the term of this Agreement the following co-pays and deductibles will be in effect.

Details of the medical, dental and vision plans are contained in summary plan descriptions available from the Finance Department. Note: the amounts set forth below are for in network care only. Effective July 1, 2011, and for the duration of this agreement, the co-pays set forth below shall each be increased by \$2.

### Physician Services

Office visits (illness/injury) including OB/GYN	\$15
Specialized office visit	\$25
Urgent care facility services	\$25
Emergency room	\$55
Occupational/Physical Therapy	\$10
Speech Therapy	\$10

### Substance Abuse/Mental Disorders

Inpatient/outpatient	\$20
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### Preventive Care\*\*

Routine well adult care	\$10
Routine well newborn care	\$10
Routine well child care	\$10

### Vision (Spectera)

Annual Eye Exam	\$10
Materials	\$25

### Prescription Drugs

Generic	\$15
Brand Name	\$25 if generic available; otherwise \$15.

\*\* To the extent permitted by applicable laws

Effective July 1, and for the duration of this agreement, in addition to the above co-pays, there shall be an annual deductible of \$500 for an individual and \$1,000 for a family, to the extent permitted by applicable law.

**AN AGREEMENT**

**between**

**CITY OF PEPPER PIKE**

**and**

**THE OHIO PATROLMEN'S  
BENEVOLENT ASSOCIATION**

**EFFECTIVE: January 1, 2011**

**ENDING: December 31, 2013**

**CITY OF PEPPER PIKE**  
**28000 Shaker Boulevard**  
**Pepper Pike, Ohio 44124**

January 2, 2011

Ohio Patrolmen's Benevolent Association  
c/o Pepper Pike Police Station  
28000 Shaker Blvd.  
Pepper Pike, Ohio 44124

Re: **2011-2013 Contract**

Dear Sir,

In accordance with our negotiations for the 2011-2013 contract between OPBA and the City, you are advised as follows:

1. The promotion policy of the City as it pertains to the Police Department, will be put in writing, and prior thereto, the Union will be consulted for its input regarding the policy. By such consultation, the City does not agree that "promotion" is a mandatory subject of bargaining.

2. City policemen, upon retiring either with a disability or after a minimum of 25 years of service, and provided the Chief and the Mayor consent, will be permitted to retain their badge and City-issued side arm. The refusal of either the Mayor or the Chief to so consent shall not be subject to the grievance procedure.

3. Prior to the layoff of any policeman in the bargaining unit, the City will meet with the Union to bargain regarding the criteria used by the City for selection of individual employees for layoff. The City shall not be required to bargain with the Union regarding the necessity of layoff. Employees laid off from the City shall have recall rights per R.C. §124.37 for three (3) years from the date of layoff, in order of their seniority. Laid off employees shall be responsible for notifying the City of their latest home address, telephone number and e-mail address, if any. Recalled employees shall have ten (10) calendar days from the date of recall within which to report for assignment. If the employee fails to report within that time period without good cause (other employment commitment is not good cause), the employee shall be deemed to have abandoned any recall rights. Laid off employees shall not accumulate longevity or seniority during layoff.

4. The Union and the City agree to meet during the term of this Agreement for the purpose of establishing mutually acceptable physical standards to be maintained by all employees during their service with the City.

5. There are presently two major medical conditions involving one family member each of two patrol officers, which conditions are being treated by doctors and

Ohio Patrolmen's Benevolent Association

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January 1, 2011

facilities not covered by the Medical Mutual Network. The City shall pay the out-of-pocket costs up to \$2,400.00 annually for each of those patrol officers until (a) the condition is cured, (b) the services are covered by Medical Mutual as "in network", or (c) the aforementioned family members are no longer eligible for coverage under the City's plan, whichever comes first.

If this letter correctly sets forth the Union's understanding of the above agreements, please sign and return two copies to me.

Very truly yours,

Bruce Akers, Mayor

**AGREED:**

**OHIO PATROLMEN'S BENEVOLENT ASSOCIATION**

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(Patrol)

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(Sergeant)

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